

SETTLEMENT AGREEMENT AND RELEASE OF WAGE AND HOUR CLAIMS

1. This Settlement Agreement and Release of Wage and Hour Claims (“Agreement”) is entered into by and Plaintiffs Ali Fidan (“Fidan”) and Ece Karagoz (“Karagoz”) (collectively, “Plaintiffs”) and against Defendants Istanbul Rego Park Inc., d/b/a Black Sea Fish and Grill (“Black Sea Fish and Grill”), Ali Gulu (“Gulu”), Yasin Cabuk (“Cabuk”), Yuri Doe (“Yuri”) and Yujin Doe (Yujin”) (collectively “Defendants”) and employees, including, but not limited to, Plaintiffs.
2. Non-Acknowledgment. This Agreement does not constitute an admission by Defendants of any violation of any law or statute and the parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purposes as evidence or an admission of liability or wrongful conduct of any kind.
3. On or about April 20, 2022, Plaintiffs filed a Complaint in the United States District Court, Eastern District of New York (“EDNY”), as Fidan & Karagoz v. Istanbul Rego Park Inc., et al., bearing Case No. 22-CV-2252 (the “Lawsuit”). Plaintiffs and Defendants desire fully and finally to resolve this Lawsuit and any and all other wage claims or disputes, whether known or unknown, that have been made or could have been made by or on behalf of the Plaintiffs against Defendants occurring at any time prior to and including the date on which this Agreement is executed.
4. Payment to Plaintiff. In consideration for signing this Settlement Agreement and General Release and the fulfillment of the promises herein, Defendants shall pay to the Plaintiffs the total settlement amount of Eighty-Two Thousand Dollars and Zero Cents (\$82,000.00) (the “Settlement Sum”), to be allocated as follows: (a) Twenty-Seven Thousand Third Hundred Thirty-Three Dollars and Thirty-Three Cents (\$27,333.33) to Akin Law Group PLLC for attorney’s fees and costs; and (b) Fifty-Four Thousand Six Hundred Sixty-Six Dollars and Sixty-Four Cents (\$54,666.64) to Plaintiffs. Payment shall be made as follows:
 - a. An initial payment of Nine Thousand Nine Hundred Ninety-Nine dollars and Ninety-Nine Cents (\$9,999.99) (the “Initial Settlement Payment”) to be paid within fifteen (14) days of judicial approval of the Settlement. Payment should be made as follows:
 - i. \$3,333.33 to Ece Karagoz, on an IRS Form 1099;
 - ii. \$3,333.33 to Ali Fidan, on an IRS Form 1099; and
 - iii. \$3,333.33 to Akin Law Group PLLC, on an IRS Form 1099, for attorney’s fees and costs.
 - b. Seventy Thousand Dollars and Twenty-Four cents (\$70,000.20) will be paid in eighteen equal monthly installments of Three Thousand Eight Hundred Eighty-Eight Dollars and Eight-Nine Cents (\$3,888.90) on the first (1st) day of each month beginning the month following the month in which the Initial Settlement Payment is made. Payment should be made as follows:

- i. \$1,296.30 to Ece Karagoz, on an IRS Form 1099;
- ii. \$1,296.30 to Ali Fidan, on an IRS Form 1099; and
- iii. \$1,296.30 to Akin Law Group PLLC, on an IRS Form 1099, for attorney's fees and costs.

c. A final installment of One Thousand Nine Hundred Ninety-Nine Dollars and Eighty-One Cents ("1,999.81") will be made to Plaintiffs as the last installment after the payment in Paragraph 4(b) is made.

- i. \$666.61 to Ece Karagoz, on an IRS Form 1099;
- ii. \$666.60 to Ali Fidan, on an IRS Form 1099; and
- iii. \$666.60 to Akin Law Group PLLC, on an IRS Form 1099, for attorney's fees and costs.

d. Each installment payment will be paid as follows:

- i. Delivery to Plaintiffs' counsel Akin Law Group PLLC, located at 45 Broadway, Suite 1420, New York NY 10006.

e. Default. In the event that Defendants fail to fully and timely tender payment to Plaintiffs' counsel according to the terms and schedule set forth above, Defendants shall be in breach and in default of this Agreement. Plaintiffs will provide Defendants and their attorneys with seven (7) days' written notice to cure said default, which shall be sent via email. In the event that the breach is not cured within this seven (7) day period, Plaintiffs shall be entitled to (1) accelerate all payments due pursuant to this agreement, so that the full balance of the outstanding payments become immediately due and owing; and (2) enter the Affidavits of Confession of Judgment against Defendants, as provided in Section 4(a) below, less all amounts paid.

f. Security/Guarantees. Simultaneously with the delivery of an executed copy of this Agreement to Defendants' Counsel, Defendants shall deliver fully-executed Affidavits of Confession of Judgment in the amount of \$82,000.00 in the form annexed hereto as Exhibits A, B, C, D and E, which shall be held in escrow by Plaintiffs' Counsel. The Affidavits of Confession of Judgment may be released from escrow only upon the occurrence of one of the following: (a) upon the clearance of the final installment fully satisfying Defendants' payment obligations pursuant to this Settlement Agreement, the Affidavits of Confession shall be returned to Defendants' Counsel within five (5) business days after clearance of such final payment; or (b) in the event Defendants fail to cure a Default within the Cure Period as set forth herein, the Affidavits of Confession of Judgment may be filed with the Court as a

Judgment against Defendants, less any amounts paid pursuant to this Agreement, plus reasonable attorney's fees and costs incurred by Plaintiffs in securing and satisfying the Judgment.

5. Waiver and Release of Wage and Hour Claims. Plaintiffs, on behalf of themselves, their descendants, dependents, heirs, executors, administrators, assigns, and successors, and fully, finally and forever releases and discharges Defendants from any and all wage claims that Plaintiffs may have, whether now known or unknown, suspected or unsuspected, as of the date this Agreement is executed. These claims and rights released include, but are not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the New York State Labor Law, New York wage payment laws, all as amended; and all civil or statutory wage laws, including, but not limited to, fraudulent inducement to enter into this contract, and any and all claims for attorneys' fees.

6. Payment of Applicable Taxes. Plaintiffs are and shall be solely responsible for all federal, state and local taxes that may be owed by Plaintiffs by virtue of the receipt of any portion of the monetary payment provided under this Agreement. Plaintiffs agrees to indemnify and hold Defendants harmless against the payment of their portion of any taxes, interest, penalties and other liabilities or costs that may be assessed by the Internal Revenue Service, or any other taxing authority and/or any other governmental agency (whether federal, state, or local), in connection with the Settlement Sum, including but not limited to any failure by Plaintiffs to report to the proper taxing authorities, or any failure by Plaintiffs to pay income taxes on, the Settlement Sum. Plaintiffs acknowledge that they have not relied on any oral or other representations made by Defendants or their counsel regarding the tax consequences of any of the amounts paid pursuant to this Agreement.

7. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general Release by Plaintiffs that is not invalid.

8. Headings. The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9. Choice of Law. This Settlement Agreement and General Release is to be interpreted pursuant to the laws of New York, except where the application of federal law applies.

10. This Agreement may be executed in multiple originals, each of which shall be considered as an original, but all of which together shall constitute one Agreement, and shall bind Plaintiffs, their heirs, executors, administrators, successors, assigns, and Defendants, their successors, assigns, and legal representatives. A photocopy or facsimile of the original documents will have the same force and effect as the original.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have each executed this Agreement on the dates set forth below.

ECE KARAGOZBy: Dated: 08/04/2025**ALI FIDAN**By: Dated: 08/04/2025**ISTANBUL REGO PARK INC.**By: 

All Gulu (Aug 3, 2025 13:20:17 EDT)

Dated: 01/08/2025**ALI GULU**By: Ali GuluDated: 01/08/2025**YASIN CABUK**By: 

Yasin Cabuk (Aug 3, 2025 13:23:47 EDT)

Dated: 01/08/2025**YURI DOE**

By: _____

Dated: _____

YUJIN DOE

By: _____

Dated: _____

EXHIBIT A

**AFFIDAVIT OF CONFESSION OF JUDGMENT OF
ISTANBUL REGO PARK INC.**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
ALI FIDAN and ECE KARAGOZ,

Case No. 22-CV-2252 (ENV)(SJB)

Plaintiffs,

-against-

**AFFIDAVIT OF CONFESSION
OF JUDGMENT OF
ISTANBUL REGO PARK INC.**

ISTANBUL REGO PARK INC. d/b/a BLACK SEA
FISH AND GRILL, ALI GULU, YASIN CABUK,
YURI DOE, and YUJIN DOE

Defendants.

-----X
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ALI GULU, hereby affirms, deposes and says, pursuant to the penalties of perjury, that the following is true and correct:

1. I am an Owner of Istanbul Rego Park Inc., d/b/a Black Sea Fish and Grill (“Black Sea Fish and Grill”) and I am duly authorized to make this Affidavit on behalf of Black Sea Fish and Grill.

2. This Confession of Judgment is for a debt justly due to the Plaintiffs Ali Fidan (“Fidan”) and Ece Karagoz (“Karagoz”) on the basis of the terms of a Settlement Agreement dated August 1, 2025 (the “Settlement Agreement”) between Plaintiffs and Defendants Istanbul Rego Park Inc., d/b/a Black Sea Fish and Grill (“Black Sea Fish and Grill”), Ali Gulu (“Gulu”), Yasin Cabuk (“Cabuk”), Yuri Doe (“Yuri”) and Yujin Doe (Yujin”) (collectively, “Defendants”), where the Defendants agreed to pay Plaintiffs \$82,000.00 in full settlement of Plaintiffs’ claims asserted against the Defendants in the

action entitled *Fidan & Karagoz v. Istanbul Rego Park Inc., et al.*, Case No. 22-CV-2252 (the “Action”).

3. As security for the payment of the Settlement Amount, I hereby confess judgment herein on behalf of Black Sea Fish and Grill and authorize entry of a judgment in the amount of \$82,000.00 less any payments made pursuant to the Settlement Agreement (the “Unpaid Balance”), together with interest on the Unpaid Balance at the rate of nine (9%) percent per annum commencing on the day following the end of the Cure Period under the Settlement Agreement until the date payment in full of the Unpaid Balance has been made, plus reasonable attorney’s fees and costs incurred by Plaintiffs in securing and satisfying the judgment.

4. This Confession of Judgment may be filed with the Court in the event there is a default beyond any applicable Cure Period under the Settlement Agreement.

5. Plaintiffs will have this Confession of Judgment held in escrow by his attorneys, Akin & Salaman pending full satisfaction of the terms of the Settlement Agreement.

6. This Confession of Judgment will be surrendered back to me once the payment obligations under the Settlement Agreement are satisfied.

7. This Confession of Judgment may only be used as contemplated herein and may not, in any way, be used to enter a judgment against any individual or entity other than Black Sea Fish and Grill.

8. This Confession of Judgment is not for the purpose of securing Plaintiffs against a contingent liability.

9. By signing this Affirmation, I have given up the right of Black Sea Fish and Grill to any notice or opportunity to be heard prior to the entry of a confessed judgment on the records of the Court, and Black Sea Fish and Grill has waived all defenses and/or objections to the entry of said judgment.

10. I acknowledge that I am signing this Affidavit on behalf of Black Sea Fish and Grill freely and voluntarily, and without any fraud, duress, or undue influence by the Plaintiffs, or by any other person or persons.

Dated: New York, New York
August 1, 2025

ISTANBUL REGO PARK INC.

Ali Gulu
Ali Gulu (Aug 2, 2025 13:20:17 EDT)
Ali Gulu

Sworn to before me this
____ day of August, 2025

Notary Public

EXHIBIT B
AFFIDAVIT OF CONFESSION OF JUDGMENT OF
ALI GULU

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
ALI FIDAN and ECE KARAGOZ,

Case No. 1:22-CV-2252 (ENV)(SJB)

Plaintiffs,

-against-

**AFFIDAVIT OF CONFESSION
OF JUDGMENT OF
ALI GULU**

ISTANBUL REGO PARK INC. d/b/a BLACK SEA
FISH AND GRILL, ALI GULU, YASIN CABUK,
YURI DOE, and YUJIN DOE

Defendants.

-----X
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Ali Gulu, hereby affirms, deposes and says, pursuant to the penalties of perjury, that the following is true and correct:

1. I am an Owner of Istanbul Rego Park Inc., d/b/a Black Sea Fish and Grill (“Black Sea Fish and Grill”) and I am duly authorized to make this Affidavit in my personal capacity.
2. This Confession of Judgment is for a debt justly due to the Ali Fidan (“Fidan”) and Ece Karagoz (“Karagoz”) (collectively, “Plaintiffs”) on the basis of the terms of a Settlement Agreement dated August 1, 2025 (the “Settlement Agreement”) between Plaintiffs and Defendants Istanbul Rego Park Inc., d/b/a Black Sea Fish and Grill (“Black Sea Fish and Grill”), Ali Gulu (“Gulu”), Yasin Cabuk (“Cabuk”), Yuri Doe (“Yuri”) and Yujin Doe (Yujin”) (collectively “Defendants”), where the Defendants agreed to pay Plaintiffs \$82,000.00 in full settlement of Plaintiffs’ claims asserted against the Defendants in the

action entitled *Fidan & Karagoz v. Istanbul Rego Park Inc., et al.*, Case No. 22-CV-2252 (the “Action”).

3. As security for the payment of the Settlement Amount, I hereby confess judgment herein on behalf of myself, Ali Gulu, in a personal capacity, and authorize entry of a judgment in the amount of \$82,000.00 less any payments made pursuant to the Settlement Agreement (the “Unpaid Balance”), together with interest on the Unpaid Balance at the rate of nine (9%) percent per annum commencing on the day following the end of the Cure Period under the Settlement Agreement until the date payment in full of the Unpaid Balance has been made, plus reasonable attorney’s fees and costs incurred by Plaintiffs in securing and satisfying the judgment.
4. This Confession of Judgment may be filed with the Court in the event there is a default beyond any applicable Cure Period under the Settlement Agreement.
5. Plaintiffs will have this Confession of Judgment held in escrow by his attorneys, Akin Law Group PLLC, pending full satisfaction of the terms of the Settlement Agreement.
6. This Confession of Judgment will be surrendered back to me once the payment obligations under the Settlement Agreement are satisfied.
7. This Confession of Judgment may only be used as contemplated herein and may not, in any way, be used to enter a judgment against any individual or entity other than Ali Gulu.
8. This Confession of Judgment is not for the purpose of securing Plaintiffs against a contingent liability.
9. By signing this Affirmation, I have given up the right of myself, Ali Gulu, in my personal capacity, for any notice or opportunity to be heard prior to the entry of a confessed

judgment on the records of the Court, and Ali Gulu has waived all defenses and/or objections to the entry of said judgment.

10. I acknowledge that I am signing this Affidavit on behalf of myself, Ali Gulu, in my personal capacity, freely and voluntarily, and without any fraud, duress, or undue influence by the Plaintiff, or by any other person or persons.

Dated: New York, New York
August 1, 2025

Ali Gulu
Ali Gulu [Aug 2, 2025 13:20:17 EDT]

Ali Gulu

Sworn to before me this
____ day of August, 2025

Notary Public

EXHIBIT C
AFFIDAVIT OF CONFESSION OF JUDGMENT OF
YASIN CABUK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
ALI FIDAN and ECE KARAGOZ,

Case No. 1:22-CV-2252 (ENV)(SJB)

Plaintiffs,

-against-

**AFFIDAVIT OF CONFESSION
OF JUDGMENT OF
YASIN CABUK**

INSTANBUL REGO PARK INC. d/b/a BLACK SEA
FISH AND GRILL, ALI GULU, YASIN CABUK,
YURI DOE, and YUJIN DOE

Defendants.

-----X
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Yasin Cabuk, hereby affirms, deposes and says, pursuant to the penalties of perjury, that the following is true and correct:

1. I am an Owner of Istanbul Rego Park Inc., d/b/a Black Sea Fish and Grill (“Black Sea Fish and Grill”) and I am duly authorized to make this Affidavit in my personal capacity.
2. This Confession of Judgment is for a debt justly due to the Ali Fidan (“Fidan”) and Ece Karagoz (“Karagoz”) (collectively, “Plaintiffs”) on the basis of the terms of a Settlement Agreement dated August 1, 2025 (the “Settlement Agreement”) between Plaintiffs and Defendants Istanbul Rego Park Inc., d/b/a Black Sea Fish and Grill (“Black Sea Fish and Grill”), Ali Gulu (“Gulu”), Yasin Cabuk (“Cabuk”), Yuri Doe (“Yuri”) and Yujin Doe (Yujin”) (collectively “Defendants”), where the Defendants agreed to pay Plaintiffs \$82,000.00 in full settlement of Plaintiffs’ claims asserted against the Defendants in the

action entitled *Fidan & Karagoz v. Istanbul Rego Park Inc., et al.*, Case No. 22-CV-2252 (the “Action”).

3. As security for the payment of the Settlement Amount, I hereby confess judgment herein on behalf of myself, Yasin Cabuk, in a personal capacity, and authorize entry of a judgment in the amount of \$82,000.00 less any payments made pursuant to the Settlement Agreement (the “Unpaid Balance”), together with interest on the Unpaid Balance at the rate of nine (9%) percent per annum commencing on the day following the end of the Cure Period under the Settlement Agreement until the date payment in full of the Unpaid Balance has been made, plus reasonable attorney’s fees and costs incurred by Plaintiffs in securing and satisfying the judgment.
4. This Confession of Judgment may be filed with the Court in the event there is a default beyond any applicable Cure Period under the Settlement Agreement.
5. Plaintiffs will have this Confession of Judgment held in escrow by his attorneys, Akin Law Group PLLC, pending full satisfaction of the terms of the Settlement Agreement.
6. This Confession of Judgment will be surrendered back to me once the payment obligations under the Settlement Agreement are satisfied.
7. This Confession of Judgment may only be used as contemplated herein and may not, in any way, be used to enter a judgment against any individual or entity other than Yasin Cabuk.
8. This Confession of Judgment is not for the purpose of securing Plaintiffs against a contingent liability.
9. By signing this Affirmation, I have given up the right of myself, Yasin Cabuk, in my personal capacity, for any notice or opportunity to be heard prior to the entry of a

confessed judgment on the records of the Court, and Yasin Cabuk has waived all defenses and/or objections to the entry of said judgment.

10. I acknowledge that I am signing this Affidavit on behalf of myself, Yasin Cabuk, in my personal capacity, freely and voluntarily, and without any fraud, duress, or undue influence by the Plaintiff, or by any other person or persons.

Dated: New York, New York
August 1, 2025


Yasin Cabuk

Sworn to before me this
____ day of August, 2025

Notary Public